

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 20	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0121		3. Effective Date 2004JAN27		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGD PAUL VESELENAK (586)574-7632 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: VESELENP@TACOM.ARMY.MIL		Code W56HZV		6. Administered By (If Other Than Item 5) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451 SCD C PAS NONE ADP PT HQ0339		Code S1403A	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) COGNITEK MANAGEMENT SYSTEMS INC 1 NORTHFIELD PLAZA STE 300 WINNETKA, IL. 60093-1214 TYPE BUSINESS: Other Small Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 3HB87 Facility Code				To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code		12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		Code HQ0339	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				14. Accounting And Appropriation Data ACRN: AA 21 42040000046N6N7EP665502255Y S20113 W56HZV			
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
				KIND OF CONTRACT: Research and Development Contracts			
Contract Expiration Date: 2004JUL28				15G. Total Amount Of Contract		\$69,865.30	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	15
X	B	Supplies or Services and Prices/Costs	2	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	20
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	8		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	9				
X	G	Contract Administration Data	10		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	12		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer JOHN M. HOPFNER HOPFNERJ@TACOM.ARMY.MIL (586)574-7070			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2004JAN27	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0121 MOD/AMD	Page 2 of 20
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Name of Offeror or Contractor: COGNITEK MANAGEMENT SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: HIGH EFF HEAT EXCHANGER SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish all th supplies and services necessary to accomplish the tasks specified in the Section C Scope of Work.</p> <p>(End of narrative B001)</p>													
0001AA	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FIRST PROGRESS REPORT PRON: E142C079EH PRON AMD: 02 ACRN: AA AMS CD: 665502M4055</p> <p>The First Progress & Status Report, in accordance with C.2.1 and Data Item A001, Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>26-MAR-2004</td></tr></table> <p>\$ 23,288.43</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	26-MAR-2004				\$ 23,288.43
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	26-MAR-2004												
0001AB	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: SECOND PROGRESS REPORT PRON: E142C079EH PRON AMD: 02 ACRN: AA AMS CD: 665502M4055</p> <p>The Second Progress & Status Report, in accordance with C.2.1 and Data Item A001, Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 23,288.43									

Name of Offeror or Contractor: COGNITEK MANAGEMENT SYSTEMS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 26-MAY-2004 \$ 23,288.43				
0001AC	<u>SERVICES LINE ITEM</u> NOUN: SCIENTIFIC & TECHNICAL REPORT PRON: E142C079EH PRON AMD: 02 ACRN: AA AMS CD: 665502M4055 The Scientific & Technical Report, in accordance with C.2.2 and Data Item A002, Exhibit A. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 28-JUL-2004 \$ 23,288.44				\$ 23,288.44
0002	<u>DATA ITEM</u> SECURITY CLASS: Unclassified				
A001	<u>DATA ITEM</u> NOUN: PROGRESS & STATUS REPORT SECURITY CLASS: Unclassified Progress & Status Reports, see Exhibit A. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ ** NSP **	\$ ** NSP **

CONTINUATION SHEET		Reference No. of Document Being Continued		Page 4 of 20	
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Name of Offeror or Contractor: COGNITEK MANAGEMENT SYSTEMS INC					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	<p><u>DATA ITEM</u></p> <p>NOUN: SCIENTIFIC & TECHNICAL REPORT SECURITY CLASS: Unclassified</p> <p>Scientific & Technical Report, see Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
A003	<p><u>DATA ITEM</u></p> <p>NOUN: MEETING MINUTES SECURITY CLASS: Unclassified</p> <p>Meeting Minutes, see Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ ** NSP **	\$ ** NSP **
0003	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: PHASE I OPTION SECURITY CLASS: Unclassified</p> <p>CLIN 0003 is an option that may be exercised unilaterally by the government, in accordance with the Section H provision entitled "Exercise of Option".</p> <p>The total value of this option will not exceed \$49,980.02.</p> <p>(End of narrative B001)</p>				

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Name of Offeror or Contractor: COGNITEK MANAGEMENT SYSTEMS INC		

B.1 PAYMENT

Payment under the basic contract will be made in accordance with the Section G provision entitled "Payment - Basic Contract". Payment for any work performed under the option, if the option is exercised by the government in accordance with the Section H provision entitled "Exercise of Option", will be made in accordance with the Section G provision entitled "Payment - Option".

*** END OF NARRATIVE B 001 ***

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Name of Offeror or Contractor: COGNITEK MANAGEMENT SYSTEMS INC		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

C.1.1 The contractor, acting as an independent contractor and not as an agent of the government, shall provide the personnel, facilities, materials, and services necessary to complete the effort described in the contractor's proposal, Small Business Innovation Research (SBIR) Proposal Number A032-0779, SBIR Topic Number A03-234, Proposal Title: "High Efficiency, Compact Heat Exchanger for Mobile Equipment Applications".

C.2 DELIVERABLES - BASIC CONTRACT

C.2.1 The contractor shall submit two Progress & Status Reports, in accordance with Data Item A001, Exhibit A, and Provision F.5.1. The First Progress & Status Report shall be due by 26 Mar 04 and the Second Progress and Status Report shall be due by 26 May 04. These Progress & Status Reports will describe any problems, issues, and findings obtained thus far as well as including a description of the overall status of the contract including the actual progress versus the planned progress.

C.2.2 The contractor shall submit a draft Scientific & Technical Report, in accordance with Data Item A002, Exhibit A, and Provision F.5.2, by 28 Jun 04. The government Contracting Officer Technical Representative (COTR) will review this draft report and provide comments back to the contractor on it within fifteen (15) days. The contractor shall submit a final Scientific & Technical Report by 28 Jul 04, in accordance with Data Item A002, Exhibit A, and Provision F.5.2. The Scientific & Technical Report will describe in detail the contractor's research conducted under this contract, especially as it relates to the specific tasks, issues, and goals set forth in the contractor's proposal. The report will include a description of any significant issues, problems, accomplishments, and any recommendations.

C.2.3 The contractor shall submit Meeting Minutes to the government, in accordance with Data Item A003, Exhibit A, and Provisions C.3.3 and F.5.3, by seven (7) days after the Start of Work (SOW) Meeting.

C.3 The contractor shall schedule a Start of Work Meeting which will be held at TACOM, within thirty (30) days after contract award. The contractor shall provide a minimum of ten (10) days advance written notice to the following persons:

- (i) The Contracting Officer (PCO) listed in Block 20A of the contract cover page.
- (ii) The Buyer listed in Block 5 of the contract cover page.
- (iii) The Administrative Contracting Officer (ACO) listed in the Section G "Communications" clause.
- (iv) The COTR listed in the Section G "Communications" clause.

C.3.2 The contractor shall use the Start of Work Meeting to describe to the government how he intends to perform this contract, including any planning, milestones, issues, and problems that he intends to establish or address in performing the contract.

C.3.3 The contractor shall submit Meeting Minutes within seven (7) days after the Start of Work Meeting, in accordance with Data Item A003, Exhibit A, and Provisions C.2.3 and F.5.3. These Meeting Minutes shall describe, at a minimum, the following:

- (i) The location and date of the Start of Work (SOW) Meeting.
- (ii) The names of the attendees at the SOW Meeting.
- (iii) A summary of any decisions made, and any significant plans, issues, milestones, goals, and problems that were either discussed and/or agreed upon at the SOW Meeting.

C.4 PHASE I OPTION

C.4.1 A Phase I Option may be exercised by the government in accordance with the Section H provision entitled "Exercise of Option". If this option is exercised the contractor shall perform the option tasks listed in his SBIR proposal cited in Provision C.1.1.

C.4.2 The contractor will be paid for performance of the option, in accordance with the Section G provision entitled "Payment - Option", if the government exercises the option in accordance with the Section H provision entitled "Exercise of Option".

C.5 DELIVERABLES - OPTION

C.5.1 The contractor shall submit a Progress & Status Report under the option by 60 days after the beginning of the option performance period, if the option is exercised in accordance with the Section H provision entitled "Exercise of Option". This report shall be submitted in accordance with Provision F.8.1 and Data Item A001, Exhibit A, of the contract. The Progress & Status Report will describe the progress of the work performed under the option, including any significant issues, problems, or accomplishments.

C.5.2 The contractor shall submit a draft Scientific & Technical Report by 90 days after the beginning of the option performance period, if the option is exercised in accordance with the Section H provision entitled "Exercise of Option". This draft report shall be submitted in accordance with Provision F.8.2 and Data Item A002, Exhibit A. The government will have fifteen (15) days after receipt to review and comment on the draft report. The contractor shall submit a final Scientific & Technical Report by 120 days after the beginning of the option performance period, in accordance with the Section H provision entitled "Exercise of Option". The Scientific &

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Name of Offeror or Contractor: COGNITEK MANAGEMENT SYSTEMS INC

Technical Report shall describe in detail any significant issues, problems, and accomplishments encountered during performance of the option, along with any recommendations.

*** END OF NARRATIVE C 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-2	52.246-4030 (TACOM)	INSPECTION POINT: DESTINATION	AUG/1994
We'll make our Procurement Quality Assurance inspection at the destination(s) listed in the Schedule. We'll be checking the supplies to make sure they conform with applicable drawings and specifications.			
[End of Clause]			
E-3	52.246-4031 (TACOM)	ACCEPTANCE POINT: DESTINATION	AUG/1994
The Government will accept the supplies at the destination(s) listed in the Schedule.			
[End of Clause]			

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Name of Offeror or Contractor: COGNITEK MANAGEMENT SYSTEMS INC		

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F.4	DATA		

All data deliverables under this contract shall be delivered electronically, FOB Destination, to the addressees and email addresses specified in the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

F.5 DELIVERABLES - BASIC

F.5.1 The contractor shall submit two Progress & Status Reports to the government in accordance with Provision C.2.1 and Data Item A001, Exhibit A. The First Progress & Status Report shall be due by 26 Mar 04 and the Second Report shall be due by 26 May 04.

F.5.2 The contractor shall submit a draft Scientific & Technical to the government by 28 Jun 04, in accordance with Provision C.2.2 and Data Item A002, Exhibit A. The government will have fifteen (15) days to review and provide comments back to the contractor on the draft report. The contractor shall submit the final Scientific & Technical Report by 28 Jul 04, in accordance with Provision C.2.2 and Data Item A002, Exhibit A.

F.5.3 The contractor shall submit Meeting Minutes within seven (7) days after the Start of Work Meeting, in accordance with Provision C.2.3 and Data Item A003, Exhibit A.

F.6 PERIOD OF PERFORMANCE - BASIC

F.6.1 All work required under the basic contract, but not including any work performed under the option if the option is exercised by the government, will be completed by 28 Jul 04.

F.6.2 The government's acceptance of the final Scientific & Technical Report shall constitute completion of the basic contract.

F.7 PERIOD OF PERFORMANCE - OPTION

F.7.1 The contracting officer may exercise the option for CLIN 0003 anytime within 270 days after award of the contract, in accordance with the Section H provision entitled "Exercise of Option".

F.7.2 The period of performance for the option will be 120 days, in accordance with the terms and conditions of the Section H provision entitled "Exercise of Option". The option performance period will begin on 29 Jul 04 if the option is exercised on or before 28 Jul 04. The option performance period will begin on the date the option is exercised, if the option is exercised after 28 Jul 04.

F.7.3 The government's acceptance of the final Scientific & Technical Report submitted for the option shall constitute final contract completion.

F.8 DELIVERABLES - OPTION

F.8.1 The contractor shall submit a Progress & Status Report by 60 days after the beginning of the option performance period, in accordance with Data Item A001, Exhibit A, and Provision C.5.1, if the option is exercised in accordance with the Section H provision entitled "Exercise of Option".

F.8.2 The contractor shall submit a draft Scientific and Technical Report by 90 days after the beginning of the option performance period, in accordance with Provision C.5.2 and Data Item A002, Exhibit A, if the option is exercised in accordance with the Section H provision entitled "Exercise of Option". The government will have fifteen (15) days to review and provide comments back to the contractor on the draft report. The contractor shall submit a final Scientific & Technical Report by 120 days after the beginning of the option performance period, in accordance with Provision C.5.2, the Section H provision entitled "Exercise of Option", and Data Item A002, Exhibit A.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB <u>ORDER</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
0001AA	E142C079EH 665502M4055	AA	1	21 42040000046N6N7EP665502255Y S20113	42C079	W56HZV \$	23,288.43
0001AB	E142C079EH 665502M4055	AA	1	21 42040000046N6N7EP665502255Y S20113	42C079	W56HZV \$	23,288.43
0001AC	E142C079EH 665502M4055	AA	1	21 42040000046N6N7EP665502255Y S20113	42C079	W56HZV \$	23,288.44
							TOTAL \$ 69,865.30

<u>SERVICE</u> <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
Army	AA	21 42040000046N6N7EP665502255Y S20113	W56HZV \$	69,865.30
				TOTAL \$ 69,865.30

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 COMMUNICATIONS (TACOM)	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: U.S. Army tank-automotive & Armaments Command
ATTN: AMSTA-TR, Mr. Russell D. Kouba
Warren, MI 48397-5000

e-mail: koubar@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: DCMC Chicago
ATTN: Ms. Kathleen Priester
1523 West Central
Arlington Heights, IL 60005

e-mail: Kathleen.Priester@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

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Name of Offeror or Contractor: COGNITEK MANAGEMENT SYSTEMS INC		

G-3 52.227-4004 RELEASE OF INFORMATION
(TACOM)

OCT/2003

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf.

[End of clause]

G.4 PAYMENT - BASIC

G.4.1 Payments made under this contract will be made in accordance with SubCLINs 0001AA, 0001AB, and 0001AC, established in Section B of the contract.

G.4.2 Contingent upon the receipt and acceptance by the government of the required report for each of these three individual SubCLINs, payment is established as follows:

a. Payment for SubCLIN 0001AA is contingent upon the receipt and acceptance by the government of the First Progress & Status Report, with that report due to be submitted on or by 26 Mar 04, in accordance with Section B of the contract.

b. Payment for SubCLIN 0001AB is contingent upon the receipt and acceptance by the government of the Second Progress & Status Report, with that report due to be submitted on or by 26 May 04, in accordance with Section B of the contract.

c. Payment for SubCLIN 0001AC is contingent upon the receipt and acceptance by the government of the final Scientific & Technical Report, with that report due to be submitted on or by 28 Jul 04, in accordance with Section B of the contract.

G.5 PAYMENT - OPTION

G.5.1 Payment for performance under the Option CLIN 0003, if that option is exercised by the government in accordance with the Section H option provision entitled "Exercise of Option", will be made in accordance with the terms and conditions of this Provision G.5 entitled "Payment - Option".

G.5.2 One half of the total option listed for CLIN 0003 and its SubCLINs will be paid to the government upon the receipt and acceptance by the government of the Progress & Status Report which the contractor is to submit by 60 days after the beginning of the option performance period, in accordance with Provisions C.5.1, F.8.1, the Section H option provision, and Data Item A001, Exhibit A, of the contract. The remaining half (50%) of the total option amount listed under CLIN 0003 and its SubCLINs will be paid to the contractor upon the receipt and acceptance by the government of the final Scientific & Technical Report which the contractor is to submit by 120 days after the beginning of the option performance period, in accordance with Provisions C.5.2, F.8.2, the Section H option provision, and Data Item A002, Exhibit A.

*** END OF NARRATIVE G 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-5	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-6	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-7	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-9	252.246-7001	WARRANTY OF DATA	DEC/1991
H-10	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-11	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your

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initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-12	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	MAR/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>
[End of Clause]

H.13 EXERCISE OF OPTION

H.13.1 The government reserves the right to unilaterally exercise the option for CLIN 0003 up to the amount of \$49,863.87, as listed in Section B. The Contracting Officer may exercise this option, in whole or in part, by one or more contract modifications.

H.13.2 The total amount of the option exercised will not exceed \$49,980.02.

H.13.3 The government may exercise the option at any point up to 270 days after contract award. The option may be exercised by one or more contract modifications, as long as the total amount of the option does not exceed \$49,980.02.

H.13.4 The option performance period will be 120 days long. If the option is exercised on or before 28 Jul 04 the option performance period will begin on 29 Jul 04. If the option is exercised after 28 Jul 04 but within 270 days of contract award the option performance period will begin the day the option is exercised by the government.

H.13.5 The contractor shall submit a Progress & Status Report by 60 days after the beginning of the option performance period, in accordance with Provisions C.5.1, F.8.1, and Data Item A001, Exhibit A. The contractor shall submit a draft Scientific & Technical Report by 90 days after the beginning of the option performance period, in accordance with Provisions C.5.2, F.8.2, and Data Item A002, Exhibit A, of the contract. The government will have fifteen (15) days to review and provide comments back to the contractor on the draft report. The contractor shall submit the final Scientific & Technical Report by 120 days after the beginning of the option performance period, in accordance with Provisions C.5.2, F.8.2, and Data Item A002, Exhibit A.

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H.13.6 The contractor will be paid under the option in accordance with the Section G provision entitled "Payment - Option".

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-19	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-22	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-25	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-26	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-27	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-28	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-29	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-30	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-31	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-32	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-33	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-34	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-35	52.232-11	EXTRAS	APR/1984
I-36	52.232-17	INTEREST	JUN/1996
I-37	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-38	52.232-25	PROMPT PAYMENT	FEB/2002
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.242-13	BANKRUPTCY	JUL/1995
I-43	52.243-1	CHANGES--FIXED-PRICE (ALTERNATE V (APR 1984))	AUG/1987
I-44	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-45	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-46	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-47	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-48	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-49	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-50	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999

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	Regulatory Cite	Title	Date
I-51	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-52	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-53	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-54	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-55	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-56	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-57	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-58	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-59	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-60	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-61	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-62	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-63	252.235-7010	ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER	MAY/1995
I-64	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-65	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-66	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-67	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-68	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-69	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
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(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-70 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination

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shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

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(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-71	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
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(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)	19-NOV-2003	005	

CONTRACT DATA ITEM REQUIREMENT LIST (DD FORM 1423)

- A. CONTRACT LINE ITEM NO.: 0002
B. EXHIBIT: A
C. CATEGORY: Reporting
D. SYSTEM ITEM: High Efficiency, Compact Heat Exchanger for Mobile Equipment Applications
E. SOLICITATION NUMBER: N/A
F. CONTRACTOR: CogniTek Management Systems, Inc.

-
1. DATA ITEM: A001
2. TITLE OF DATA ITEM: Progress, Status, and Management Report
3. SUBTITLE: Phase Progress Reports
4. AUTHORITY: DI-MGMT-80227
5. CONTRACT REFERENCE: C.2.1, C.5.1
6. REQUIRING OFFICE: AMSRD-TAR-N
7. DD 250 REQUIRED: Yes
8. APP CODE: N/A
9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
10. FREQUENCY: See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUBMISSION: See Block 16
13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16

14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COTR: Russell D. Kouba, email: koubar@tacom.army.mil			1
Contract Specialist: Paul Veselenak, email: veselenp@tacom.army.mil			1
ACO: Ms. Kathleen Priester, email: Kathleen.Priester@dcma.mil			1
	15. TOTAL:		3

16. REMARKS:

A. Basic Contract: The contractor shall deliver two (2) progress reports under the basic contract. In accordance with C.2.1 the First Progress Report shall be due by 26 Mar 04 and the Second Progress Report shall be due by 26 May 04.

B. Option: The contractor shall deliver one (1) progress report during the option performance period, if the option is exercised by the government under the terms of the Section H provision entitled "Exercise of Option". In accordance with C.5.1 and the Section H option provision the progress report due under the option shall be delivered by 60 days after the beginning of the option performance period. No progress reports will be due under C.5.1 unless the option has been exercised.

C. General Instructions for Completing Progress Report(s)(Basic Contract and Option): The progress reports shall be completed in accordance with Data Item Description (DID) DI-MGMT-80277, "Contractor's Progress, Status, and Management Report". The COTR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Report". See DID DI-MGMT-80227, at the Internet address below, for instructions for completing the required report.

<http://astimage.daps.dla.mil/docimages/0001\48\17\DI80227.PD8>

D. Contents of Progress Reports (Basic Contract and Option): The progress reports will include a description of any problem, issues, or findings to date on the contract, including a comparison of the planned versus actual progress achieved to date regarding accomplishment of the specific tasks and goals set forth in the contractor's Phase I proposal.

E. Preparation of Reports (Basic Contract and Option): The contractor shall prepare the progress reports in the contractor's format and submit the reports using any of the following electronic formats:

(1) Files readable using Microsoft 97 Office Products (TACOM can currently read Office 97 and lower), Word, Excel, PowerPoint or Access and AskSam 5 Pro. Spreadsheets must be sent in file format that includes all formulae, macro, and format information. Print image is not acceptable. Executable files are not acceptable.

(2) Files readable in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please email the COTR, with an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email message must be received by the COTR not later than ten (10) calendar days before the draft report's due date. All alternate methods must be at no cost to the government.

NOTE: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

F. Acceptable media: The contractor shall submit reports via email. If email is not workable, other acceptable media include 100 or 250 Megabyte Zip Disk, 3 1/2 inch disk, or 650 Megabyte CD ROM. The software application and version used to create each file shall be identified.

(1) Email: Maximum size of each email message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and the contractor must provide appropriate instructions. The contractor may use multiple email messages if necessary. However, the contractor must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(2) 100 or 250 Megabyte Zip Disk, 3 1/2 inch disk, or 650 Megabyte CD ROM via U.S. Mail or other carrier. The contractor shall label all submitted disks with a descriptive title, the contract number, the contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via email and 100 Megabyte Zip-Disk.

-
1. DATA ITEM: A002
 2. TITLE OF DATA ITEM: Scientific & Technical Report
 3. SUBTITLE: Phase I Draft and Final Technical Reports
 4. AUTHORITY: DI-MGMT-80711A
 5. CONTRACT REFERENCE: C.2.2, C.5.2
 6. REQUIRING OFFICE: AMSRD-TAR-N
 7. DD 250 REQUIRED: Yes
 8. APP CODE: N/A
 9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
 10. FREQUENCY: See Block 16
 11. AS OF DATE: See Block 16
 12. DATE OF FIRST SUBMISSION: See Block 16
 13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16

14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COTR: Russell D. Kouba, email: koubar@tacom.army.mil		1	1
Contract Specialist: Paul Veselenak, email: veselenp@tacom.army.mil		1	1
ACO: Ms. Kathleen Priester, email: Kathleen.Priester@dcma.mil		1	1
	15. TOTAL:	3	3

16. REMARKS:

A. Basic Contract: The contractor shall deliver one (1) draft "Scientific and Technical Report" by 28 Jun 04 under the basic contract, in accordance with C.2.2, to the addressees listed in Block 14 above. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page), as the report's cover sheet. The government COTR will have fifteen (15) days to review and provide comments back to the contractor on this draft report. The contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) by 28 Jul 04, in accordance with C.2.3.

B. Option: If the government exercises the option, under the terms of the Section H provision entitled "exercise of Option", the contractor shall deliver one (1) draft "Scientific and Technical Report" (with a completed SF 298) by ninety (90) days after the beginning of the option performance period to the addressees listed in Block 14 above, in accordance with C.5.2. The government COTR will have fifteen (15) days to review and provide comments back to the contractor on the draft report. The contractor shall deliver one (1) final "Scientific and Technical Report" (with the completed SF 298) to the addressees listed in Block 14 by 120 days after the beginning of the option performance period, in accordance with C.5.2 and the Section H option provision.

NOTE: The Phase I option "Scientific and Technical Report" can be an addendum to the "Scientific and Technical Report" submitted under the basic contract but it must discuss the work accomplished during the Phase I option period and explain how the option period effort ties in with the work performed under the basic contract.

C. General Instructions for Completing "Scientific and Technical Reports" (Basic Contract and Option): The contractor shall complete the "Scientific and Technical Report" in accordance with Data Item Description (DID) DI-MISC-80711A, "Scientific and Technical Reports". The COTR is responsible for accepting or rejecting the draft and final "Scientific and Technical Reports" and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DID) DI-MISC-80711A, at the Internet address listed below, for instructions for completing the required report.

<http://astimage.daps.dla.mildocimages/0002\27\88\80711A.PD4>

You may download the SF 298 form from the following internet address:

<http://www.dtic.mil/dtic/forms/sf298template.doc>

You may download basic instructions for completing the SF 298 form from the following internet address:

http://www.dtic.mil/dtic/forms/SF298_MS67.doc

Here are some additional instructions for completing the SF 298 form that apply when submitting reports under the SBIR program.

For each unclassified report the contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

(a) Approved for public release, distribution unlimited.

(b) Distribution authorized to U.S. Government Agencies only, contains proprietary information.

Note: After reviewing the contractor's entry in Block 12a TACOM has the final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence "Report developed under SBIR contract for topic A03-234." Since the Department of Defense will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term "SBIR Report".

D. Contents of Scientific and Technical Report (Basic Contract): The Scientific and Technical Report for the basic contract will include a detailed description of the contractor's research conducted under the basic contract, especially as it relates to the tasks, work outline, and goals set forth in the following parts of the contractor's SBIR proposal which is referenced in C.1.1 of this contract:

(a) Section 2 entitled "Phase I Technical Objectives"

(b) Section 3 entitled "Phase I Work Plan"

E. Contents of Scientific and Technical Report (Option): The Scientific and Technical Report for the option will include a detailed description of the contractor's research conducted under the option, especially as it relates to the tasks, work outline, and goals set forth in the following parts of the contractor's SBIR proposal referenced in C.1.1 of this contract:

(a) Section 11 entitled "Phase I Option - Technical Objectives"

(b) Section 12 entitled "Phase I Work Option Plan"

F. Preparation of Reports (Basic Contract and Option): The contractor shall prepare the Scientific and Technical Reports in the contractor's format and submit the reports using any of the following electronic formats:

(1) Files readable using Microsoft 97 Office Products (TACOM can currently read Office 97 and lower), Word, Excel, PowerPoint or Access, and AskSam 5 Pro. Spreadsheets must be sent in file format that includes all formulae, macro, and format information. Print image is not acceptable. Executable files are not acceptable.

(2) Files readable in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please email the COTR, with an email copy furnished to amsta-idq@tacom.army.mil to obtain a decision as to the format's acceptability. This email message must be received by the COTR not later than ten (10) calendar days before the draft report's due date. All alternate methods must be at no cost to the government.

NOTE: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

G. Acceptable media: The contractor shall submit reports via email. If email is not workable, other acceptable media include 100 or 250 Megabyte Zip Disk, 3 1/2 inch disk, or 650 Megabyte CD ROM. The software application and version used to create each file shall be identified.

(1) Email: Maximum size of each email message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and the contractor must provide appropriate instructions. The contractor may use multiple email messages if necessary. However, the contractor must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(2) 100 or 250 Megabyte Zip Disk, 3 1/2 inch disk, or 650 Megabyte CD ROM via U.S. Mail or other carrier. The contractor shall label all submitted disks with a descriptive title, the contract number, the contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via email and 100 Megabyte Zip-Disk.

1. DATA ITEM: A003
2. TITLE OF DATA ITEM: Meeting Minutes
3. SUBTITLE: Phase I Meeting Minutes
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: C.2.3, C.3.3
6. REQUIRING OFFICE: AMSRD-TAR-N
7. DD 250 REQUIRED: No
8. APP CODE: N/A
9. DISTRIBUTION STATEMENT REQUIRED: See Block 16
10. FREQUENCY: See Block 16
11. AS OF DATE: See Block 16
12. DATE OF FIRST SUBMISSION: See Block 16
13. DATE OF SUBSEQUENT SUBMISSIONS: See Block 16

14. DISTRIBUTION:

A. ADDRESSEES:	B. COPIES:	DRAFT	FINAL
COTR: Russell D. Kouba, email: koubar@tacom.army.mil			1
Contract Specialist: Paul Veselenak, email: veselenp@tacom.army.mil			1
ACO: Ms. Kathleen Priester, email: Kathleen.Priester@dcma.mil			1
	15. TOTAL:		3

16. REMARKS:

The contractor shall prepare and electronically submit to the addressees listed in Block 14 above Meeting Minutes as required under Provisions C.2.3 and C.3.3 of the contract. These Meeting Minutes will describe, at a minimum, the following:

- (a) The location and date of the meeting.
- (b) All persons attending the meeting including government, contractor and any subcontractor personnel.
- (c) A summary of any plans, milestones, issues, problems and goals discussed or decided upon at the meeting.

The Meeting Minutes shall be readable in the Microsoft Word for Office 97 program. Contractor format is acceptable.

17. PRICE GROUP: N/A
18. ESTIMATED TOTAL PRICE: N/A